

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 19, 2008 (June 13, 2008)

Commission File Number	Registrant, State of Incorporation, Address and Telephone Number	I.R.S. Employer Identification Number
001-32206	GREAT PLAINS ENERGY INCORPORATED (A Missouri Corporation) 1201 Walnut Street Kansas City, Missouri 64106 (816) 556-2200 NOT APPLICABLE (Former name or former address, if changed since last report)	43-1916803

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

On June 13, 2008, a Third Amendment to the Credit Agreement dated as of May 11, 2006, among Great Plains Energy Incorporated, Bank of America, N.A., JPMorgan Chase Bank, N.A., BNP Paribas, The Bank of Tokyo-Mitsubishi UFJ, Limited, Chicago Branch, Wachovia Bank N.A., The Bank of New York, Keybank National Association, The Bank of Nova Scotia, UMB Bank, N.A., and Commerce Bank, N.A. (the "Credit Agreement") was entered into by the parties. The Credit Agreement provides for a revolving credit facility of up to \$600 million, and was filed as Exhibit 10.1.b to Form 10-Q for the quarter ended June 30, 2006. The Third Amendment supplements the First Amendment to Credit Agreement dated as of May 16, 2008, which was filed as Exhibit 10.1 to Great Plains Energy's Current Report on Form 8-K filed on May 22, 2008.

The Third Amendment will permit, upon the consummation of the acquisition of Aquila, Inc. by Great Plains Energy: (i) liens on the accounts receivable and/or contracts which will give rise to accounts receivable of Aquila; (ii) liens on property of Aquila securing indebtedness of Aquila under that certain Credit Agreement, dated as of August 31, 2005, among Aquila, as borrower, the banks from time to time party thereto and Union Bank of California, N.A., as administrative agent, issuing bank and sole lead arranger (the "2005 Credit Agreement"), and continuation or replacement of such liens in connection with refinancings or restructurings of that agreement as provided in the Third Amendment; and (iii) restrictions on Aquila's ability to pay dividends under the 2005 Credit Agreement and that certain Revolving Credit Agreement, dated as of September 20, 2004, among Aquila, as borrower, the lenders from time to time party thereto, Credit Suisse First Boston, acting through its Cayman Islands Branch, as administrative agent, joint lead arranger and sole bookrunner, Citigroup Global Markets Inc., as joint lead arranger and documentation agent, and Lehman Brothers Inc., as joint lead arranger and syndication agent, and refinancings or restructurings of those agreements as provided in the Third Amendment.

The foregoing is a summary of the material provision of the Third Amendment. This summary is not intended to be complete and is qualified in its entirety by reference to such amendment, which is incorporated by reference and is attached as Exhibit 10.1.

An affiliate of The Bank of New York is trustee under certain indentures with Great Plains Energy and a subsidiary. UMB Bank, N.A., is a trustee under an indenture with a Great Plains Energy subsidiary. In addition, the lenders and certain of their affiliates engage in transactions with, and perform services for, Great Plains Energy and its affiliates in the ordinary course of business and have engaged, and may in the future engage, in commercial banking and investment banking transactions with Great Plains Energy and its affiliates.

Item 9.01 Financial Statements and Exhibits

(d) Exhibit No.

- 10.1 Third Amendment to Credit Agreement dated as of June 13, 2008, among Great Plains Energy Incorporated, Bank of America, N.A., JPMorgan Chase Bank, N.A., BNP Paribas, The Bank of Tokyo-Mitsubishi UFJ, Limited, Chicago Branch, Wachovia Bank N.A., The Bank of New York, Keybank National Association, The Bank of Nova Scotia, UMB Bank, N.A., and Commerce Bank, N.A.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GREAT PLAINS ENERGY INCORPORATED

/s/ Terry Bassham
Terry Bassham
Executive Vice President- Finance & Strategic Development and Chief Financial
Officer

Date: June 19, 2008

THIRD AMENDMENT TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT dated as of June 13, 2008 (this "Agreement") is entered into among Great Plains Energy Incorporated, a Missouri corporation (the "Borrower"), the Lenders party hereto and Bank of America, N.A., as Administrative Agent. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Lenders, JPMorgan Chase Bank, N.A., as Syndication Agent and Bank of America, N.A., as Administrative Agent entered into that certain Credit Agreement dated as of May 11, 2006 (as amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower has requested that the Lenders amend the Credit Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by inserting the following new definitions therein in the appropriate alphabetical order:

"2004 Aquila Credit Agreement" means that certain Revolving Credit Agreement, dated as of September 20, 2004, among Aquila, as borrower, the lenders from time to time party thereto, Credit Suisse First Boston, acting through its Cayman Islands Branch, as administrative agent, joint lead arranger and sole bookrunner, Citigroup Global Markets Inc., as joint lead arranger and documentation agent, and Lehman Brothers Inc., as joint lead arranger and syndication agent, as amended or otherwise modified from time to time.

"2005 Aquila Credit Agreement" means that certain Credit Agreement, dated as of August 31, 2005, among Aquila, as borrower, the banks from time to time party thereto and Union Bank of California, N.A., as administrative agent, issuing bank and sole lead arranger, as amended or otherwise modified from time to time.

"2005 Aquila Loan Documents" means the 2005 Aquila Credit Agreement and the Loan Documents (as defined in the 2005 Aquila Credit Agreement).

"Third Amendment Effective Date" means June 13, 2008.

(b) Section 6.12(xiv) of the Credit Agreement is hereby amended in its entirety to read as follows:

"(xiv) (a) Liens on (including Liens arising out of the sale of) accounts receivable and/or contracts which will give rise to accounts receivable of KCPL, Strategic Energy, L.L.C. and, following the consummation of the Aquila Acquisition, Aquila and (b) Liens on (including Liens arising out of the sale of) accounts receivable

and/or contracts (other than those described in the foregoing clause (a)) which will give rise to accounts receivable of the Borrower or any Subsidiary in an aggregate amount not at any time exceeding \$10,000,000."

(c) Section 6.12(xix) of the Credit Agreement is hereby amended in its entirety to read as follows:

"(xix) Liens on Property of (a) Strategic Energy, L.L.C. and its Subsidiaries securing Indebtedness of Strategic Energy, L.L.C. under a credit facility providing for revolving credit advances to Strategic Energy, L.L.C. in an aggregate amount not exceeding \$175,000,000 and (b) upon the consummation of the Aquila Acquisition, Aquila and its Subsidiaries securing Indebtedness under the 2005 Aquila Loan Documents and the continuation or replacement of such Liens in connection with any refinancing or restructuring of the 2005 Aquila Credit Agreement; *provided* that (i) the aggregate principal amount of any Indebtedness incurred under any such refinancing or restructuring shall not exceed \$300,000,000 and (ii) any such refinancing or restructuring shall be on terms no more restrictive, as a whole, than the terms of the 2005 Aquila Credit Agreement in effect on the Third Amendment Effective Date."

(d) The proviso in Section 6.16 of the Credit Agreement is hereby amended to read as follows:

"provided, that (a) the foregoing provisions of this Section 6.16 shall not prohibit the Borrower or any Significant Subsidiary from entering into any debt instrument containing a total debt to capitalization covenant, (b) Strategic Energy, L.L.C. may be a party to a credit agreement restricting its ability to pay dividends to the Borrower if a breach of any financial covenant in such agreement exists or would result from such payment so long as any such financial covenant is customary for similarly-situated companies, and (c) following the consummation of the Aquila Acquisition, Aquila may continue to be a party to the 2004 Aquila Credit Agreement and the 2005 Aquila Credit Agreement and any refinancing or restructuring of the 2004 Aquila Credit Agreement and/or the 2005 Aquila Credit Agreement which, in each case, restrict Aquila's ability to pay dividends; *provided* that (i) the aggregate principal amount of any Indebtedness incurred under any such refinancing or restructuring of the 2005 Aquila Credit Agreement shall not exceed \$300,000,000 and (ii) any such refinancing or restructuring shall be on terms no more restrictive, as a whole, than the terms of the 2004 Aquila Credit Agreement or the 2005 Aquila Credit Agreement, as applicable, in each case, as in effect on the Third Amendment Effective Date."

2. Conditions Precedent. This Agreement shall be effective upon receipt by the Administrative Agent of counterparts of this Agreement duly executed by the Borrower, the Administrative Agent and the Required Lenders.

3. Miscellaneous.

(a) Except as herein specifically agreed, the Credit Agreement, and the obligations of the Borrower thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms.

(b) The Borrower hereby represents and warrants as follows:

(i) The Borrower has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(ii) This Agreement has been duly executed and delivered by the Borrower and constitutes the Borrower's legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(iii) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by the Borrower of this Agreement.

(c) The Borrower represents and warrants to the Lenders that (i) the representations and warranties of the Borrower set forth in Article V of the Credit Agreement are true and correct as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date and (ii) no event has occurred and is continuing which constitutes a Default or an Unmatured Default.

(d) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

(e) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

GREAT PLAINS ENERGY INCORPORATED

A Missouri corporation

By: /s/ Michael W. Cline
Name: Michael W. Cline
Title: Vice President – Investor Relations and Treasurer

LENDERS:

BANK OF AMERICA, N.A.,

Individually in its capacity as a Lender and its capacity as Administrative Agent

By: /s/ Patrick N. Martin
Name: Patrick N. Martin
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Nancy R. Barwig
Name: Nancy R. Barwig
Title: Vice President

BNP PARIBAS

By: /s/ Francis J. Delaney
Name: Francis J. Delaney
Title: Managing Director

By: /a/ Ravina Advani
Name: Ravina Advani
Title: Vice President

THE BANK OF TOKYO-MITSUBISHI UFJ, LIMITED, NEW YORK BRANCH

By: /s/ Chi-Cheng Chen
Name: Chi-Cheng Chen
Title: Authorized Signatory

WACHOVIA BANK

By: /s/ Leanne S. Phillips
Name: Leanne S. Phillips
Title: Director

BANK OF NEW YORK

By: /s/ Richard A. Matthews
Name: Richard A. Matthews
Title: Vice President

KEY BANK NATIONAL ASSOCIATION

By: /s/Keven D. Smith
Name: Keven D. Smith
Title: Senior Vice President

THE BANK OF NOVA SCOTIA

By: /s/ Thane Rattew
Name: Thane Rattew
Title: Managing Director

UMB BANK, N.A.

By: /s/ Robert P. Elbert
Name: Robert P. Elbert
Title: Senior Vice President

COMMERCE BANK, N.A.

By: /s/ R. David Emley, Jr.
Name: R. David Emley, Jr.
Title: Vice President

